Bank of America

June 30, 2010

Chief. Section of Administration Office of Proceedings Surface Transportation Board 395 E Street, SW Washington, DC 20423-0001 RECORDATION NO. 26679-BFRED

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SURFACE TRANSPORTATION BOARD

Dear Chief:

Please use this letter as a request to execute a partial release on four (4) railcars bearing reporting marks: ERCX 6074. ERCX 6075. ERCX 6078 and ERCX 6087. As no UCC was ever filed on ERCX 6074. ERCX 6075 or ERCX 6078, please find attached one (1) copy of the Loan and Security Agreement (Exhibit A) dated November 22, 2006, executed between Bank of America, as successor by merger to LaSalle Bank National Association, and Excel Railcar Services, Incorporated. Please also find attached the UCC filing for ERCX 6087 (Exhibit B).

This filing is to appear in the Index as follows: Partial Release effective June 30, 2010 related to four (4) railcars bearing reporting marks: ERCX 6074. ERCX 6075, ERCX 6078 and ERCX 6087.

Please file this as a secondary document under Recordation Number 26679-B as it relates to documents previously filed with the Surface Transportation Board under Recordation Number 26679. The filing fee in the amount of \$41.00 can be charged to our account.

Should you have any questions or need further information, please do not hesitate to contact me at (312) 992-9739.

Regards,

James Phelan

Assistant Vice President

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Bank of America

Enclosures

EXHIBIT A - Loan and Security Agreement

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT dated as of November 2, 2006 (the "Agreement"), is executed by and between EXCEL RAILCAR SERVICES, INCORPORATED, an Illinois corporation (the "Borrower"), which has its chief executive office located at 28367 Davis Parkway, Suite 300, Warrenville, Illinois 60555, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), whose address is 135 South La Saile Street, Chicago, Illinois 60603.

RECITALS:

- A. The Borrower desires to borrow funds and obtain other financial accommodations from the Bank.
- B. Pursuant to the Borrower's request, the Bank is willing to extend such financial accommodations to the Borrower under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, the Borrower agrees to borrow from the Bank, and the Bank agrees to lend to the Borrower, subject to and upon the following terms and conditions:

AGREEMENTS:

Section 1 DEFINITIONS.

1.1. <u>Defined Terms</u>. For the purposes of this Agreement, the following capitalized words and phrases shall have the meanings set forth below.

"Affiliate" of any Person shall mean (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to the Bank, any entity administered or managed by the Bank, or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract, ownership of voting securities, membership interests or otherwise.

"Asset Disposition" shall mean the sole, lease, assignment or other transfer for value (each a "Disposition") by the Borrower or any Subsidiary to any Person (other than the Borrower or any Subsidiary) of any Railear or right of the Borrower or any Subsidiary to any Railear (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to the Borrower or such Subsidiary) condemnation, confiscation, requisition, seizure or taking thereof), other than the Disposition of any Railear which is to be replaced, and is in fact replaced, within a reasonable time (but in no event to exceed 150 days), with another Railear

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- 3.2. <u>Event of Default</u> Any Event of Default, or Unmatured Event of Default shall have occurred and be continuing.
- 3.3. <u>Material Adverse Effect</u>. The occurrence of any event having a Material Adverse Effect upon the Borrower
- 3.4. <u>Litigation</u>. Any litigation or governmental proceeding shall have been instituted against the Borrower or any of its officers or shareholders having a Materially Adverse Effect upon the Borrower
- 3.5. <u>Representations and Warranties.</u> Any representation or warranty of the Borrower contained herein or in any Loan Document shall be untrue or incorrect as of the date of any Loan as though made on such date, except to the extent such representation or warranty expressly relates to an earlier date.

Section 4 NOTES EVIDENCING LOAN.

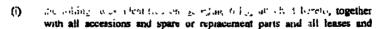
4.1. Term Note. The Term Loan shall be evidenced by the Term Note. At the time of the disbursement of the Term Loan or a repayment made in whole or in part thereon, a notation thereof shall be made on the books and records of the Bank. All amounts recorded shall be, absent demonstrable error, conclusive and binding evidence of (i) the principal amount of the Term Loan advanced hereunder, (ii) any accrued and unpaid interest owing on the Term Loan and (iii) all amounts repaid on the Term Loan. The failure to record any such amount or any error in recording such amounts shall not, however, limit or otherwise affect the obligations of the Borrower under the Term Note to repay the principal amount of the Term Loan, together with all interest accruing thereon.

Section 5. MANNER OF BORROWING

5.1. <u>Borrowing Procedure.</u> The Loan shall be made available to the Borrower simultaneously with the execution and delivery to the Bank of this Agreement, the Term Note, and all other documents required of Borrower pursuant to this Agreement 5.2.

Section 6. SECURITY FOR THE OBLIGATIONS.

The School of the Chamber As security for the payment and performance of the Obligations, the Horrower does needly piedge, assign, transfer, deliver and grant to the Bank, for its own benefit and as agent for its Affiliates, a continuing and unconditional first priority security interest in and to any and all property of the Borrower, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, including the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "Collateral").





rentals and profits with respect thereto; and all of the Borrower's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Borrower's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic; and

- (ii) All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including all insurance pulicies and proceeds of insurance payable by reason of loss or damage to the foregoing property, including unearned premiums, and of eminent domain or condemnation
- 6.3. Possession and Transfer of Collateral. Unless an Event of Default exists hereunder, the Borrower shall be entitled to possession or use of the Collateral (other than instruments or Documents, Tangible Chantel Paper, Investment Property consisting of certificated securities and other Collateral required to be delivered to the Bank pursuant to this Section 6). The cancellation or surrender of any Note, upon payment or otherwise, shall not affect the right of the Bank to retain the Collateral for any other of the Obligations. The Borrower shall not sell, assign (by operation of law or otherwise), license, lease or otherwise dispose of, or grant any option with respect to any of the Collateral, except that the Borrower may sell inventory and lease Railcars in the ordinary course of business.
- 6.4. Financing Statements. The Borrower shall, at the Bank's request, at any time and from time to time, execute and deliver to the Bank such financing statements, amendments and other documents and do such acts as the Bank deems necessary in order to establish and maintain valid, attached and perfected first priority security interests in the Collateral in favor of the Bank, free and clear of all Liens and claims and rights of third parties whatsoever, except Permitted Liens. The Borrower hereby irrevocably authorizes the Bank at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of the Borrower that (a) indicate the Collateral (i) is comprised of all Collateral, regardless of whether any particular asset composing a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Borrower is an organization, the type of organization and any Organizational Identification Number issued to the Borrower, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Borrower hereby agrees that a photocopy or other reproduction of this Agreement is sufficient for filing as a financing statement and the Borrower authorizes the Bank to file this Agreement as a financing statement in any jurisdiction. The Borrower agrees to furnish any such information to the Bank promotly upon request. The Borrower further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by the Bank in any jurisdiction prior to the date of this



SCHEDULE 6.1(1)

RAILCARS

Car numbers for the "new railcars" listed below are: ERCX 7000, ERCX 7001, ERCX 7002, ERCX 7003, ERCX 7004, ERCX 7005, ERCX 7006, ERCX 7007, ERCX 7008, ERCX 7009, ERCX 7010, ERCX 7011, ERCX 7012, ERCX 7013, ERCX 7014, ERCX 7015, ERCX 7016, ERCX 7017, ERCX 7018, ERCX 7019, ERCX 7020, ERCX 7021, ERCX 7022, ERCX 7023, and ERCX 7024

						New	Railcan			
		Eal Life			Cubic	Tarre	Total Wi		Lease	Invoice
		Rule 86	Manufacturer				en Rail	Lester	Rate	Prime
MA	200	NA	Trinty Rel	ÇH	3,281	\$2,000	288,000	Herwest Industrial Minerals Corp	2506	\$84,200
MA	2005	N/A	Tracty Rail	3	3,261	33,000	286,000	Harvest Indystriet Minerals Corp	850g	\$64,200
	200	NA	Trinsty Rad	C)	3,281	53,000	285,000	Harwest Industrial Minerals Corp	\$508	\$64,200
	2006	MA	Trendy Rad	3	3,281	\$3,000	200,000	Harvest Industrial Minerals Corp	3500	\$64,200
	2004	NVA	Trinby P.a.	CH	3,211	27,000	286,600	Harwest Industrial Minerals Corp.	3500	264,200
	2008	NIA	Trinity Red	CH	3,261		286,600	Hannest industrial Minerals Corp	3545	\$84,200
	2004	NA	Yneity Ret	O.	3.28		温频	Harrest Industrial Minerals Corp	164	\$34,260
	2006	NA	Trinty Rad	8	3,211		244,000	Hereest Industrial Minerals Corp	\$548	364,260
	2008	MA	Trially Rail	OH.	3,281		24,00	Harwest Industrial Minerals Corp	\$558	384,280
MA	2008	N/A	Trinky Russ	CH	3,241	200	286,000	Hament Industrial Minerals Corp	150	\$84,260
V_{i}	300	TANK.	Trially Real	CH	3,211		26,60	Hannest Industrial Minerals Corp	154	\$84,700
WA.	200	NUA	Titridy Rus	C	3,281	33,000		Harment Industrial Minerals Corp	\$598	\$84,200
M		NA	Trining Red	CH	3,281	13,000	766,000	Harnest Industrial Minerals Corp	\$508	184,200
MA	200	NEA	Findy Red	CH	3,261		200	Harmest Indestrial Minarata Corp	3598	\$64,200
¥	7006	NVA	Tranty Rad	ĕ	3,261	3	210,000	Harvest Industrial Manerals Corp	\$596	\$64,260
WA.	2006	NIA	Crostly Rad	C+	3,261		286,800	Harvest Industrial Minerals Corp.	3550	\$64,200
WA	200	NA	Friendy Road	CH	3,261	\$3,000	256,000	Harriest industrial Minerals Corp	\$588	884,550
4	786	NA	Trendy Rad	CH	3,281	72,000	285,800	Harves Industrial Minerals Corp	\$546	384,200
WA.	2005	NA	Trinsty Rail	CH	3,261	33,000	285,500	Harveyt Industrial Minerals Corp	3586	384,200
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5014	1966	to 2018	North American Car	PD	3,500	56,400	763,000	Ruid Laurer R2	\$400	\$20,000
5045	1965	Pending	Horth Ambrican Car	PO	3,500	65,985	362,000	Rail Leane RD	\$400	\$20,000
5046	1968	Pending	Bigrift Altriducate Car	Ph	3,500	65,500	263,000	Red (same R)	1400	\$20,000
5017	1066	Pending	North American Call	20	3,600	64,700	260,003	Railena R2	\$460	\$70,000
5048	1956	Panding.	Neeth American Car	P0	1,500	64,740	263,000	Rail Losse R2	3401	\$20,000
5049	1988	Pending	North American Car	FO	150	64.660	285 (00)	Rail-Leuse R2	3484	120,000
140%	471	"NA	Titraty	CH	4,758	67,310	263,000	Rail Logistics R2	23:15	528,366
6629	19/1	4WA	Treaty	CH	4,750	67,480	263 000	Rail Logistics RD	\$345	\$76,000
60'4	1923	N 2011	401	[4]	5,750	66,000	263 540	- k and by Commodities #1	\$254	128 006
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6076	1973	lo 2023	ACF	CH	1,750	61,500	263,030	Downesy Commodities R1	1956	571,000
6077	1973	In 7023	ACF	CH	4 750	58,900	263,500	Connety Commodities R1	12350	\$20,000
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6079	1973	to 2023	AC.	OI	4 /50	50,600	283,030	Donnety Commedities R1	2220	\$26,000
8080	1973	to 2023	ACF	CX	4,750	84,500	263,600	Anemes Corporation R1	\$350	\$28,000
6001	1973	to 2023	ACI] Gi	4,756	60,360	263,000	Arenes Corporation R1	1350	\$28,000
6082	1973	to 2023	ACA	CH	£750	50,000	260,000	Anemas Corporation R1	\$350	\$20,000
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EXHIBIT B - UCC. Financing Statement Amendment

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EXHIBIT C

RAILCARS: Four (4) railcars bearing ERCX reporting marks and numbers as follows:

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